
CHAPTER 10: CONSTRUCTION PROCUREMENT AND ADMINISTRATION

SECTION 1001 GENERAL

- 1001.1 Capital Outlay, Non-Capital Outlay and Maintenance Reserve-Funded Construction Projects:** All construction shall be procured by competitive sealed bidding in accordance with Title 11, Chapter 7 of the *Code of Virginia* (Virginia Public Procurement Act) and the procedures of this chapter. (§ 11-41.C.2, *Code of Virginia*)

Contract Documents for capital outlay, maintenance reserve and non-capital outlay construction projects including, but not limited to, renovation, remodeling, demolition and repair work on buildings and other structures that require Plans and Specifications prepared by an Architect or Engineer, shall include the General Conditions of the Construction Contract, G.S. Form E&B CO-7. The Agency, at its discretion, may include a Supplemental General Condition to waive the requirements of Section 12 (b) of the General Conditions of the Contract, E&B CO-7 as it relates to the requirement for all Risk Builders insurance for these categories of work **if** the Agency has, for each project, verified with the Division of Risk Management that its insurance will provide adequate coverage. Use the wording shown in the Sample in Appendix J.

“Plans and Specifications” shall be taken to mean architectural and/or engineering plans, sections and/or details drawn on 24" X 36" or larger sheets which give detailed information on the scope of the project and how it is to be accomplished, put together, configured or installed. The above does not include work defined by a written description or “Scope of Work” accompanied by clarifying sketches, nor does it include repair/replacement of equipment.

Building Permits are required as delineated in the Building Official’s “Building Permit Policy for Construction – State Owned Buildings & Structures” including all revisions thereto. A copy is included in Appendix P.

- 1001.2 Non-Capital Outlay Minor Construction:** Non-capital outlay minor construction, or repair or replacement in kind, or minor remodeling or renovation which does not meet the criteria of paragraph 1001.1 above, which does not have plans, and which does not modify the Use Group Classification, existing Exits or other Fire Safety Elements, may be procured in the same manner as non-professional services in accordance with Chapter 7 of the *Agency Procurement and Surplus Property Manual* and the *Code of Virginia*, Title 11, Chapter 7.

- 1001.3 Special Construction Procedures:** Competitive negotiations may be used by an Agency on (1) projects using a fixed price design-build or construction management contract conforming to the procedures in Chapter 11 of the **Manual** or (2) projects for the alteration, repair, renovation or demolition of buildings when the Contract is not expected to cost more than \$500,000 and upon a determination in writing made in advance that competitive sealed bidding is either not practicable or not fiscally advantageous to the public. (§ 11-41.C.2, *Code of Virginia*)

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- 1001.4 Virginia Construction Contracting Officer:** Agencies having a Virginia Construction Contracting Officer (VCCO) shall use the services of the VCCO in bidding and awarding capital outlay construction contracts as described in Sections 1003, 1004, 1005, 1006, 1007, and 1008. Procedures stipulated in this **Manual** for advertisement, Invitation to Bid, Receipt of Bids, Opening of Bids and Award of Contracts shall be used. Not later than June 30, 2002, each Agency which procures construction, including renovation, work will be required to have at least one person who has been awarded the certification of VCCO to be in responsible charge of the construction and professional service procurements for that agency. After June 30, 2002, any agency which does not have a VCCO will be required to have each construction or professional service procurement reviewed and approved by DEB/BCOM.
- 1001.5 Authorization to Advertise for Bids:** Authorization to advertise for bids is given on completion of technical review(s) of the project documents by the BCOM or the Agency Review Unit (for those so delegated) and, in either case, approval of the Project CO-6 by the DEB Director. Call BCOM at (804) 225-3769 to establish or change a date for receipt of bids.

SECTION 1002 WORK PERFORMED BY OTHER THAN PUBLIC CONTRACT

Unless waived by the action wording on the approved CO-2, **Agencies authorized to perform construction using Agency work force personnel shall submit their plans and specifications bearing the seal of the responsible architect and/or engineer for State Building Official review, approval, and Building Permit prior to beginning work.** The format and instructions for submittals are outlined in Chapter 8 of this **Manual**.

The wording to “proceed” waives the requirement to make submittals of the forms CO-4, CO-5 and CO-6 and of the design phase documents for Capital Outlay procedure review. **However**, this does not relieve the Agency (or their A/E or Contractor) from compliance with all applicable building codes and standards **nor** does it relieve the Agency from submitting the plans/sketches and the specifications/work description as necessary to obtain a Building Permit for the Work.

SECTION 1003 BID PERIOD ACTIVITIES

- 1003.1 General:** Preparations for bidding including the preparation of Bid Documents, the Invitation for Bids, the Instructions to Bidders (Form CO-7a), the Bid Form, and Advertising are described in Chapter 8. Prequalification procedures are described in Chapter 11 of the **Manual**.
- 1003.2 Prebid Conference:** If a Prebid Conference or project showing is held (whether optional or mandatory), representatives of the Agency and the A/E shall attend. The Agency shall make the Project location or building available to the attendees / prospective bidders for their observation or inspection.

The A/E shall conduct such conference or showing. The agenda for the Prebid Conference shall include the following:

1. Introductions of A/E and Agency representatives
2. Synopsis of the Work by citing or reading portions of
 - Notice of Invitation for Bids
 - Instructions to Bidder

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1003.4 Receipt of Bids: The person receiving the bids shall be thoroughly trained and knowledgeable of the proper procedure for receiving and documenting bids. This person will usually be the Agency VCO or a person acting under the supervision of the Agency VCO.

Bids shall be received at the place and until the deadline indicated in the Invitation For Bids (IFB) unless such time or place is modified by a properly issued Addendum. In case of conflict between the IFB and the newspaper advertisements or VBO/eVA postings, the IFB shall govern.

When bids are received, the bid envelope shall be date stamped and the time of receipt noted on the envelope. **The statutes and this Manual require strict compliance with the bid receipt deadline time.** The Agency Designee shall be responsible for deciding when the deadline time has arrived. If a bidder wishes to change the amount of his bid, such change must be received before the time set for receipt of bids. No bid or modification shall be accepted after that time has passed. The Agency Designee shall prepare a record of the bids received including the date and time for each.

Bids, including any modifications thereto, shall be kept in a designated locked security container and retained there until immediately prior to the bid opening time when the bids shall be delivered to the Agency's Bid Opening Designee. (See Appendix F for further information and a Checklist for Receiving and Opening Bids.)

SECTION 1004 OPENING AND EVALUATION OF BIDS

1004.1 Bid Opening Procedures: Each organizational unit should have a person, such as the Agency's Virginia Contracting Officer (VCO), and an alternate who have been trained and are proficient in bid opening procedures to act as the Agency Bid Opening Officer. A separate person should be designated to record the bid data.

Once having established that the bid opening hour has arrived, a statement should be made as to the number of bids received. It is prudent to inquire whether any bidder has any question about the pending opening. After receiving either a negative reply or after answering questions, bids shall be publicly opened in alphabetical order by the Bid Opening Officer and, with the help of the A/E, shall be reviewed for completeness. **Do not open work papers!**

(See Appendix F for a checklist for receiving and opening bids.)

Prior to revealing any of the information in the bid, the Bid Opening Officer must verify that the bid bond or certified check in the amount of 5 percent is attached where required, that the Bid Form is signed by the bidder, and the bidder information complies with Item 4(b) and (c) of the Instructions to Bidders. If the bid bond or certified check is not included (for bids of \$100,000 or more) or if the bid is not signed, the bid shall not be read or considered.

After checking for the information above, state the following items and record on the bid tabulation form:

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1004.3 Evaluation of Bids: Review the bids including any additive bid items versus the estimate on the CO-6 and the overall funds available. Evaluate the bids of the 3 apparent low bidders to determine if bids are responsive:

- any qualification or condition shown by the bidder as a basis of his bid. Any unsolicited qualifications or conditions noted on a competitive sealed bid may be cause for disqualification or rejection of the bid.
- any informality or irregularity on the bid form. (The Agency may waive an informality if it does not affect price, quality, quantity, or delivery schedule of the Work being procured.)

Determine if the low bidder (as a minimum) is responsible:

- Contractor is properly licensed as a Contractor to do business in Virginia
- Contractor is able to get bonded for the project
- Contractor has necessary facilities, organization, and resources to fulfill the requirements of the Contract Documents
- Contractor has a satisfactory record of performance on other projects
- Contractor has a satisfactory record of moral and business integrity to assure good faith performance of the Work
- Contractor has necessary experience, technically skilled personnel and supervisory personnel to perform the Work
- Contractor is not debarred

Note: If sufficient grounds are apparently found to declare a Bidder / Contractor “Not Responsible”, the Agency shall contact their legal counsel to review the information and findings before proceeding with the “Not Responsible” declaration.

1004.4 Notice of Intent to Award: Once the bid evaluation is complete, the successful low bidder has been determined, and the Agency has approval to award a contract, the Agency shall “Post” a Notice of Intent To Award for a minimum of 10 days prior to award of the Contract. A copy of the Bid Tabulation annotated to indicate the bidder to which the award is intended to be made and the intended amount of the award may satisfy this requirement. The Notice shall be posted at the place the agency uses for “posting” notices. In addition the agency may also post such notices on their Electronic Website and/or the DGS central electronic procurement Website.

SECTION 1005 PROVISIONS FOR NEGOTIATION WITH A LOW BIDDER

When the bid exceeds the approved construction budget and the conditions and right to negotiate were included in the Bid Documents (§ 11-53, *Code of Virginia*), state agencies may request authority to negotiate with the lowest responsive and responsible bidder as outlined below.

In general, bids which are less than 10 percent over budget (up to \$500,000) can reasonably be negotiated. If the bids are more than 10 percent over budget (or more than \$500,000), the changes required would be significant and involve design and/or scope changes. Therefore, the Project should be rebid after these changes are made. (See Section 810.0 for bid/budget management.)

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The Director of the Bureau of Capital Outlay Management may grant the Agency the authority to negotiate with the apparent low bidder after review of the Bid Tabulation, the specifics of the request and the justification submitted by the Agency.

The Agency's request for authority to negotiate may be made telephonically to the BCOM Director at (804) 225-3872 and shall include the following information followed within 24 hours by the written documentation:

- a. Pre-bid estimate of construction cost from the approved CO-6 or other documentation
- b. Tabulation of bids and bidders
- c. Name of recommended Agency negotiator
- d. Name of Architect/Engineer Firm's advisor(s)
- e. A list of the items or work that the Agency proposes to consider in the negotiation. (VE recommendations previously rejected shall be considered.)

The Director of the Bureau of Capital Outlay Management will approve or disapprove the request normally within 24 hours after receipt of the written documentation. The Director may give verbal approval followed by written authorization to begin negotiations.

Negotiation shall be limited to the Work included in the Total Base Bid on the bid form only. **Additive bid items, if any, cannot be considered in the negotiations nor can they be incorporated in the final negotiated contract.**

The A/E, as part of his Basic Services, shall advise the Owner as to the functional, operational, safety and code aspects of all proposed changes in the Work. The A/E shall also advise the Owner of the appropriateness of the dollar value of each change. Once the negotiations are complete, the A/E shall assist the Agency in preparing the documentation of the negotiations and prepare any sketches, details or other modifications to the plans and specification to clarify the Work to be performed by the Contractor.

Documentation of the negotiations shall clearly identify the Work changed or deleted and the value of each change or deleted item of Work. The Work changed or deleted is subject to approval of the DEB Director since this represents a change from the documents previously approved. The Agency shall complete a G.S. Form E&B CO-9b, Post Bid Modification, which shall become part of the contract.

SECTION 1006 AUTHORITY TO AWARD A CAPITAL OUTLAY PROJECT CONTRACT

When the apparent low responsive and responsible bidder is determined, the Agency shall prepare a tabulation of bids and a G.S. Form E&B CO-8, Approval to Award Contract. The Director of the Division of Engineering and Buildings or a designated Agency Virginia Construction Contracting Officer (**VCCO**) shall have authority to approve the award of a contract to the lowest responsive and responsible bidder for capital outlay projects.

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architectural appearance or the structural, fire safety, mechanical or electrical system integrity could be handled by a qualified licensed professional on the Agency or Consultant's staff if the A/E's contract has been appropriately modified.

- Clarify discrepancies in documents
- Review/approve submittals
- Reject non-conforming submittals including Sprinkler Shop Drawings & Submittals (Furnish approved copies of Sprinkler submittals to the Regional Fire Marshal's Office.)
- Verify conformance of submittals with Plans and Specifications
- Approve or reject alternate or substitute materials proposed by Contractor
- Approve or reject equipment and materials proposed by Contractor
- Resolve conflicts between manufacturer installation instructions vs Plans and Specifications
- Advise on acceptable procedures where installation instructions are not provided
- Approve or reject Contractor's proposed modifications to structural and other building systems
- Advise Owner on technical matters related to the project

The following construction period services shall also be provided by the A/E as part of his periodic site visit Basic Services unless specifically deleted by the A/E Contract or its Memorandum of Understanding:

- Conduct preconstruction meeting
- Confirm in writing, all oral orders given by the A/E to the Contractor and/or Project Inspector
- Transmit Owner's Orders to Contractor
- Review proposed work plan & schedule
- Review schedule for adequate time to review submittals
- Review/recommend approval of project CPM schedule per Section 19 of the Form CO-7, General Conditions of the Construction Contract
- Report on Contractor adherence to schedule
- Review/approve progress graph
- Approve Contractor's proposed type of temporary heat as it may affect protection of construction

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Representative including representatives of each design discipline involved in the project, Fire Marshal's Office representative, the Contractor's Project Manager and Superintendent (and Scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. A Safety Representative from Department of Labor and Industry may also be invited.

The purpose of the preconstruction meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority.
- (2) Names, addresses, telephone numbers, fax numbers and procedures/formats to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawing and sample submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment (Form C0-12) requirements and procedures.
- (5) Procedures for shop drawing, product data and samples submittals.
- (6) Procedures for handling Field Orders and Change Order Form C0-11.
- (7) Procedures for Contractor's request for time extension, if any.
- (8) Construction site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Work site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
 - Safety
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site Visits by the A/E
 - Owner's Project Inspector duties
 - Running Punch List
 - As-Built Drawings
- (9) Monthly Pay Meeting
- (10) Requirement for the Contractor to furnish the Owner a list of hazardous materials that may be brought onto the job site. If additional material, not on the initial list, is to be brought to the job site, the Owner shall be given 48-hour prior notification.
- (11) Project Close-Out requirements and procedures.

SECTION 1012 MONTHLY PAY MEETING

The intention is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely basis. The Owner and its A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.

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SECTION 1016.0 SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

The General Conditions of the Construction Contract, G.S. Form E&B CO-7, describe in Sections 20 and 36 the requirements for completing the Schedule of Values and Certificate for Payment, G.S. Form E&B CO-12, and for providing documentation of Work performed and for properly stored materials.

The A/E, as part of Basic Services is required to review and approve the format and breakdown of the initial Schedule of Values and to review, evaluate, verify, and approve the Contractor's monthly submittal of the CO-12 documentation requesting payment. As previously described in this Chapter, the Owner may delete this service from the A/E Contract and assign the function and responsibility to the designated Project Manager when approved by the Director, Division of Engineering and Buildings. The procedures and requirements in Sections 20 and 36 of the General Conditions are incorporated herein by reference. The following clarifies and amplifies the specified procedures associated with the CO-12.

- 1016.1** The A/E shall require the Contractor to provide the Schedule of Values totaling the amount of the Contract broken down into a sufficient level of detail (commensurate with the size of the project) to allow the A/E to verify the work completed. Where the total project has multiple floors, parts, or phases, the Contractor shall prepare appropriate schedules of values to facilitate review of and justification for payments. Unless waived by the Director of the Bureau of Capital Outlay Management, the Owner and A/E shall require the Contractor to use the CO-12 spreadsheet template which is available for download from the Bureau of Capital Outlay Management page of the DGS website (<http://www.dgs.state.va.us/deb>).

The Owner shall submit a copy of the initial approved CO-12 to the Director of the Bureau of Capital Outlay Management within sixty (60) days following the award of the construction contract. The Owner shall submit a copy of the final approved CO-12 to the Director of the Bureau of Capital Outlay Management at project closeout. Unless its use was waived by the Director of the Bureau of Capital Outlay Management, the Owner shall submit these copies in the electronic format described in the preceding paragraph. The electronic copies of the CO-12 spreadsheets may be submitted on diskette, or as an e-mail attachment.

- 1016.2** If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the project, the quantities delivered, the Work completed, and the quantities stored on or off the site. See Appendix C for sample formats and Supplemental Agreements for off-site stored materials away from the general location of the Project.

- 1016.3** All requests for payment must use page 1 of the Schedule of Values and Certificate for Payment (Form CO-12) , and page 1 shall be completed, signed and submitted by the Contractor with each payment request. If the requirement to use the Bureau of Capital Outlay Management's CO-12 spreadsheet template was waived, the succeeding pages of the Schedule of Values may be prepared using alternate computer programs, provided the data is reported in the same format and contains the same information.

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- 1016.4** The “Value of Work Completed” portion of the Form CO-12 shall be completed, the Contractor’s certification completed and signed and the appropriate substantiating material attached to each request for payment.
- 1016.5** The labor progress for any item may be calculated based upon the estimated percentage of Work complete up through 50 percent. Thereafter, the evaluation of labor progress shall be based upon the effort required to complete that item or task. The material progress shall be calculated as the dollar cost of materials used in relationship to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed material as well as that stored on the site and any material stored off site which has been certified by the A/E in accordance with Section 36 of these General Conditions.
- 1016.6** The CO-12, Schedule of Values and Certificate for Payment, shall be completed, signed and submitted by the Contractor with each payment request.
- 1016.7** Based on the periodic observations at the site and on the Contractor’s Schedule of Values and Certificate for Payment (CO-12), the A/E shall determine the amount owed the Contractor, shall mark the application as necessary, and shall issue the Certificate for Payment to the Owner with recommended amounts for payment shown. Where the amount recommended for payment differs from the amount requested on the Contractor’s Application, a copy of the marked Schedule of Values and Certificate of Payment shall be furnished to the Contractor. The issuance of a Certificate of Payment shall constitute a representation by the Architect/Engineer to the Owner that the Contractor is entitled to payment in the amount indicated. By issuing a Certificate of Payment (E&B CO-12), the A/E shall not be responsible for making any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the contract sum.

SECTION 1017 INSPECTION OF WORK

The General Conditions of the Construction Contract, G.S. Form E&B CO-7, describes in Section 16 the requirements, responsibilities and authorities for inspection of the construction Work and for correction of deficiencies and/or defects found. The A/E as part of Basic Services is required to visit the site, observe the Work in place, observe the Work in progress and evaluate the Contractor’s conformance to the requirements of the Contract Documents. As previously described in this Chapter, the Owner may delete this service from the A/E Contract and assign the function and responsibility to the designated Project Manager when approved by the Director, Division of Engineering and Buildings.

The procedures and requirements in Section 16 of the General Conditions are incorporated herein by reference. The following clarifies and amplifies the specified procedures associated with the inspection of the Work.

- 1017.1 Inspection by A/E:** A representative of the A/E firm or the Agency’s professional/technical staff when design is accomplished in-house) shall be available to answer questions from the Project Inspector or in-house craftsmen and shall make visits as necessary to clarify plans and specifications.
- Appropriate representatives of the A/E or Agency professional technical staff shall visit the site at least twice each month to observe the progress and quality of work, to determine if the work is

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proceeding in accordance with the Contract documents and to review the Contractor's Application for Payment (E&B Form CO-12). A qualified person in each design discipline of the project which had work performed during the pay period being verified or which will have work to perform during the upcoming pay period shall attend the monthly pay meeting. The Memorandum of Understanding shall indicate the minimum number and/or frequency of site visits by the A/E.

The A/E shall provide to the Owner and the Contractor after each visit to the site, a written report indicating the date, time of day, weather conditions and the names of the persons representing the A/E who participated in the visit. The A/E shall inspect / spot check Work for compliance with the Contract Documents and the codes / installation / workmanship standards therein. Identify to the Project Inspector any specific checks or inspections to be made as he inspects the Work as it progresses. The report shall advise the Owner of any problems that were noted and shall compare the A/E's observations of the actual progress of the Work with that reported by the Contractor.

On the basis of his on-site observations, the A/E shall make every reasonable effort to guard the Owner against defects and deficiencies in the Work of the Contractor. He shall have the authority to inspect the Work, to note and report defective Work and deviations from the Contract Documents to the Owner, to reject same, and to recommend to the Owner the suspension of the Work when necessary to prevent defective Work from proceeding or being covered. **It is essential that the A/E and the Project Inspector work together, observe and inspect the Work, and regularly communicate to assure that work being performed conforms to the Contract Documents.**

1017.2 Owner's Project Inspector / Clerk of the Works: Except as provided in Section 1017.2.1, the Owner shall designate a specific individual to serve as inspector on every project whenever work on the project is in progress. Waiver of this requirement must be approved by the Director of BCOM. The name of the inspector shall be shown on the Form CO-8. Where completion of a Form CO-8 is not required, the name of the project inspector will be entered in the project file on a locally developed form. The Project Inspector shall be knowledgeable of and have reasonably convenient access to the codes and standards referenced in the Contract Documents which stipulate the requirements for installation and workmanship on the trades involved in the Work. (e.g. ACI, SMACNA, NFIPA, NEC, BOCA, ASHRAE, etc.)

1017.2.1 For small or simple trade contract projects, a Building and Grounds employee or a member of the administrative staff may serve as the Project Inspector. The agency, at its discretion, may designate an inspector for projects accomplished using in-house forces. The duties of the inspector will be consistent with the size and complexity of the job and similar to those listed in the following paragraphs.

1017.2.2 The firm, individual or Agency staff providing these inspection services (hereinafter called the Inspector) shall furnish all labor, materials, and resources for full-time Project Inspector/Clerk of the Works services during the construction of the project. The Inspector shall be a duly authorized and qualified person who shall be available during the entire time Work is in progress on the site.

On new construction and larger renovation projects, the Inspector should be provided with a separate jobsite office or trailer containing approximately 120 square feet, light, HVAC, a desk, a 36" x 72" work table, chair, plan rack, and telephone line. If the contractor is to provide this

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Other Uses: May be used to document change orders to maintenance reserve and other non-capital outlay construction contracts.

Special Conditions: None.

1019.2 The Owner may authorize changes in the construction contract. However, in accordance with §11-55, *Code of Virginia*, Change Orders involving an increase in contract price of more than 25% or \$50,000, whichever is greater, shall have the prior written approval of the Governor or his designee. When the cumulative total of change orders exceeds the original contract amount by more than 25% or \$50,000, whichever is greater, any subsequent change order that increases the contract amount shall have the prior approval of the Governor or his designee. Submit the Form E&B CO-11 and CO-11a to BCOM for approval of the contract change with supporting documentation outlined above.

1019.3 The Agency justification section of the CO-11a on all change orders shall:

1. Include a written statement by the Agency outlining the proposed cost sharing by the responsible design professional when the change results from an error or omission.
2. Or, answer the following questions when the change is generated by a change in the Agency requirement:
 - (a) When was the change in Agency requirement known?
 - (b) If before bidding, why were the changes excluded from the bid package?
 - (c) Why can the Work not be packaged and bid separately?
 - (d) What quantitative impact will the lack of this change have on Agency service delivery?

1019.4 An information copy of all CO-11 and CO-11a forms approved locally shall be sent to BCOM (without the cost back-up documentation) when the approved change order is issued to the Contractor.

1019.5 The total cumulative amount for all change orders for a single contract shall not exceed the construction contingency provided on the approved CO-8. The Agency may request approval through BCOM to DEB, DGS and DPB to infuse additional funds or to transfer funds to the contingency line item from another line item of the Total Project Budget or another Appropriation. Such a request shall be submitted on a revised CO-2 and a revised CO-8 with appropriate written justification for an increase in construction contingency.

SECTION 1020 INSPECTION FOR SUBSTANTIAL COMPLETION

When the Contractor determines that the work, or a designated phase or portion thereof, will be substantially complete and ready for testing and inspection, he shall complete and send Form CO-13.2a with a list of the Work he knows to be unfinished or defective to the A/E at least ten (10) days prior to the date he has set for substantial completion. The A/E will forward the CO-13.2a to the Owner and attach a

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